

CITY OF ST. LOUIS BENEFIT WELLNESS PROGRAM, EQUIPMENT AND FITNESS FACILITY USE - RELEASE AND WAIVER OF LIABILITY

1. In consideration of my voluntary participation in the City Employee Wellness Program and use of the exercise equipment and facilities provided by the City of St. Louis, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City and its insurers, employees, officers, directors, and fitness and wellness vendor representatives, shall not be liable for any damages arising from personal injuries, including death, illness, and health conditions sustained by me in, on, or about the premises, or as a result of the use of the exercise equipment or fitness facilities, **REGARDLESS OF WHETHER SUCH INJURIES RESULT, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE CITY AND ITS AGENTS.**
2. **BY THE EXECUTION OF THIS AGREEMENT, I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR TO ME, AND I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE THE CITY, ITS INSURERS, EMPLOYEES, OFFICERS, DIRECTORS, AND FITNESS AND WELLNESS VENDOR REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED, OR UNANTICIPATED, RESULTING FROM OR ARISING OUT THE USE OF SAID FITNESS ACTIVITIES, EQUIPMENT AND FACILITIES.**
3. I expressly agree to indemnify and hold the City harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me
4. I agree to be solely responsible for my own safety and well-being. I understand that the City does not provide supervision, instruction, or assistance for the use of the fitness facilities and equipment.
5. I agree to comply with all rules imposed by the City regarding the use of the fitness facilities and equipment, as well as I agree to be responsible for cleaning the fitness equipment and facilities after my own use.
6. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
7. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
8. I understand and agree that the City is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
9. I understand and agree that my use of the fitness facilities and equipment is only to be undertaken on my own approved my own personal time, and that my use of the fitness facilities and equipment is not within the course or scope of my employment.

IN SIGNING AND ACKNOWLEDGING THIS RELEASE AND WAIVER OF LIABILITY, I STATE THAT I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.

EMPLOYEE PRINTED FULL NAME	Employee Signature	Telephone Number
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Email Address	Department & Work Location	Date
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Emergency Contact	Emergency Contact Telephone Number
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St. Louis City Fitness Center | Employee Rules and Responsibilities

1. Employee Waiver must be read and signed prior to use of Fitness Center.
2. Employee sign-in and sign-out is required.
3. No guests or family members are allowed by anyone. The Fitness Center is limited to City Employees and Employees eligible to participate in the City benefit plans.
4. No one under 18 years of age allowed.
5. The City of St. Louis is not responsible for items left behind by Employees. Employees may use the coat racks provided to hold their personal items during work out times only. Any items left behind will be confiscated and disposed of.
6. Employees are not allowed to share their Fitness Center access with anyone. Employees who share their access information will lose their privilege to access the Fitness Center.
7. Exercise programs or Fitness Center Orientation can be taught by the City fitness and wellness staff only. Employees may not be allowed to instruct/lead group classes and/or exercise programs for other Employees.
8. All Employees are required to wipe the equipment after each use. This includes removing any debris on the floor area surrounding the equipment, if necessary.
9. Shirts, exercise shoes and modest fitness attire must be worn at all times in the Fitness Center. Sandals and open-toed shoes are not permitted. In addition, any attire or clothing that is deemed to be potentially destructive to the upholstery of the exercise equipment will not be permitted (i.e., metal snaps, protruding metal components, zippers, etc.). In addition, it is highly recommended to wash gym attire after each use to prevent bacteria transmission and odors.
10. Covered plastic or metal containers are the only acceptable beverage containers permitted in the Fitness Center. NO GLASS of any kind will be permitted in the Fitness Center.
11. Please observe the 30-minute limit when others are waiting for the cardiovascular equipment.
12. Allow others to work on strength training equipment when performing multiple sets. If another Employee is utilizing a piece of strength equipment you wish to use, please let them know you are waiting. For the benefit of others, avoid occupying equipment that you are not utilizing.
13. Replace all equipment to its proper storage area. This includes dumbbells, mats, balls, tubing and other small moveable items. DO NOT drop the weights.
14. Excessive loud grunting, foul language or other distractions to Employees, will not be tolerated.
15. No talking on cell phone in Fitness Center.

Warnings: The Fitness Center is not staffed. It is strongly recommended that Employees use the buddy system and not exercise alone. Exercising alone can be dangerous since there would be no one to activate the emergency procedure system in the building if you were to become incapacitated by injury or illness. Employees should consult with their physician before exercising or using exercise equipment.

THE FITNESS CENTER IS AVAILABLE TO YOU FOR YOUR ENJOYMENT; THE RULES AND RESPONSIBILITIES ARE SET FOR YOUR SAFETY AND MUST BE FOLLOWED AT ALL TIMES. FAILURE TO COMPLY OR ANY MISUSE OF EQUIPMENT MAY LEAD TO A LOSS OF PRIVILEGE.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO THESE COURTESIES, RULES, AND RESPONSIBILITIES.

EMPLOYEE PRINTED FULL NAME

Employee Signature

Department & Work Location

Date

CORONAVIRUS/COVID-19/CONTAGIOUS VIRUS AND ILLNESS RELEASE AND WAIVER OF LIABILITY

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Fitness Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I understand that the risk of becoming exposed to or infected by COVID19 at the Fitness Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Fitness Center Employees, Independent Contractors, Members, and Guests;
3. I voluntarily seek services provided by the Fitness Center and acknowledge that by doing so I am increasing my risk of exposure to COVID-19 and other viruses and illnesses. I acknowledge that I must comply with procedures to reduce the spread of COVID-19 and other viruses and illnesses at the Fitness Center;
4. In consideration of my use of the exercise equipment, programs and facilities provided by the Fitness Center, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the City of St. Louis and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment, programs or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company; and
5. I voluntarily accept all of the foregoing risks and assume full and sole responsibility for any and all injuries or illness to myself (including, but not limited to, personal injury, illness, disability, and death), damages (both economic and non-economic), claim, liability, expense, or losses of any kind, that I may experience or incur, in connection with my attendance at the Fitness Center or participation in the Fitness Center programming, or services ("Claims"). On my behalf, I hereby fully and forever release covenant not to sue, discharge and hold harmless the City of St. Louis, its insurers, employees, agents, officers, directors, associates, and representatives, of and from any and all liabilities, claims, actions, including demands, damages, costs or expenses of any kind related thereto, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of the Fitness Center. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of St. Louis, its Fitness Center, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending the Fitness Center, use of the Fitness Center equipment or participation in any Fitness Center programs or services;
6. I understand that this COVID-19 Release and Waiver of Liability supplements and does not replace or reduce any liability release and/or waiver I have previously agreed to.

IN SIGNING AND ACKNOWLEDGING THIS RELEASE AND WAIVER OF LIABILITY, I STATE THAT I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT, AND SIGN IT VOLUNTARILY.

EMPLOYEE PRINTED FULL NAME	Employee Signature	Telephone Number
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Email Address	Department & Work Location	Date
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Emergency Contact	Emergency Contact Telephone Number
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St. Louis City Fitness Center | COVID-19 Rules and Responsibilities

1. Any individual experiencing any symptoms related to COVID-19 shall not attend the Fitness Center for any purpose.
2. Any individual not vaccinated against COVID-19 shall wear a face cover at all times, except when drinking, while in or on the premises of the Fitness Center;
3. Any individual that develops any symptoms related to COVID-19 or that becomes infected with the virus, shall notify the Fitness Center and the City of St. Louis immediately and shall stop attending the Fitness Center for a minimum of 14 days, beginning from the date of the onset of initial symptoms and/ or date of confirmed infection. Prior to returning to the Fitness Center and use of its facilities and programs, the individual shall provide sufficient evidence that they have been medically cleared of COVID-19 infection;
4. All individuals shall familiarize themselves with, and agree to comply with, all COVID-19 rules and regulations imposed by the Fitness Center regarding the use of the facilities, equipment use, and cleaning protocols.

FAILURE TO COMPLY MAY LEAD TO A LOSS OF PRIVILEGE.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND, AND AGREE TO THESE COVID-19 RULES AND RESPONSIBILITIES.

EMPLOYEE PRINTED FULL NAME

Employee Signature

Department & Work Location

Date